

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION**

BRET A. BIELEMA

PLAINTIFF

v.

5:20-cv-05104-PKH

THE RAZORBACK FOUNDATION, INC.

DEFENDANT

THE RAZORBACK FOUNDATION, INC.

COUNTER-PLAINTIFF

V.

**BRET A. BIELEMA and
NEIL CORNRICH**

COUNTER-DEFENDANTS

**COUNTER-DEFENDANT NEIL CORNRICH'S
ANSWER TO AMENDED COUNTERCLAIM**

Counter-Defendant Neil Cornrich, for his answer to the Razorback Foundation's amended counterclaim, states:

1. The document attached as Exhibit A to the amended counterclaim speaks for itself. Paragraph 1 the amended counterclaim appears to be a statement not requiring an admission or denial by Mr. Cornrich. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 1 is denied.

2. The document attached as Exhibit A to the amended counterclaim speaks for itself. Paragraph 2 appears to be a statement not requiring an admission or denial by Mr. Cornrich. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 2 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the allegation that Bret Bielema failed to comply with the terms of Exhibit A.

3. The document attached as Exhibit A to the amended counterclaim speaks for itself. Paragraph 3 appears to be a statement not requiring an admission or denial by Mr. Cornrich. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 3 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

4. Paragraph 4 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

5. Paragraph 5 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

6. In response to paragraph 6, Mr. Cornrich states that Coach Bielema's agreements with the New England Patriots speak for themselves. All remaining allegations in paragraph 6 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

7. In response to paragraph 7, Mr. Cornrich states that Coach Bielema's agreements with the New England Patriots speak for themselves. All remaining allegations in paragraph 7 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

8. Paragraph 8 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

9. Paragraph 9 is denied. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

10. Mr. Cornrich admits that he helped negotiate Coach Bielema's Release Agreement and that he represents other football coaches, including Bill Belichick. All remaining allegations in paragraph 10 are denied. Mr. Cornrich specifically denies the allegations of fraud, fraudulent inducement, conspiracy, and breach of contract as have been set forth in paragraph 10. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of improper acts or conduct by Coach Bielema.

11. Mr. Cornrich admits that Coach Bielema was recently named as the head coach of the University of Illinois. All remaining allegations in paragraph 11 are denied. Mr. Cornrich specifically denies any allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 11.

12. Paragraph 12 is admitted.

13. Paragraph 13 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich.

14. In response to paragraph 14, Mr. Cornrich admits that he is a citizen of Cuyahoga County, Ohio and admits this Court has subject-matter jurisdiction.

15. In response to paragraph 15, Mr. Cornrich admits this Court has personal jurisdiction over him in this action.

16. In response to paragraph 16, Mr. Cornrich admits that venue is proper in this District.

17. Paragraph 17 is admitted.

18. In response to paragraph 18, Mr. Cornrich admits to being employed as "agent" for Coach Bielema.

19. Paragraph 19 is admitted.

20. In response to paragraph 20, Mr. Cornrich admits to the existence of the document attached as Exhibit A to the amended counterclaim, but states that the document speaks for itself.

21. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 21 any claim or cause of action as against Mr. Cornrich, paragraph 21 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 21. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

22. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 22 any claim or cause of action as against Mr. Cornrich, paragraph 22 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 22. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

23. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 23 any claim or cause of action as against Mr. Cornrich, paragraph 23 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 23. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

24. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 24 any claim or cause of action as against Mr. Cornrich, paragraph 24 is denied. Mr. Cornrich specifically denies

any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 24. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

25. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 25 any claim or cause of action as against Mr. Cornrich, paragraph 25 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 25. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

26. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 26 any claim or cause of action as against Mr. Cornrich, paragraph 26 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 26. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

27. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 27 any claim or cause of action as against Mr. Cornrich, paragraph 27 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 27. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

28. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 28 any claim or

cause of action as against Mr. Cornrich, paragraph 28 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 28. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

29. The document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent the Razorback Foundation alleges or attempts to allege in paragraph 29 any claim or cause of action as against Mr. Cornrich, paragraph 29 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 29. Furthermore, upon information and belief, Mr. Cornrich denies the claims or allegations of fraud, breach of contract, and other wrongdoing by Coach Bielema.

30. Paragraph 30 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 30.

31. In response to paragraph 31, Mr. Cornrich admits that conversations occurred during negotiations over the Release Agreement but denies the Razorback Foundation's depiction of those conversations and denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. All remaining allegations in paragraph 31 are denied.

32. Paragraph 32 is denied.

33. Paragraph 33 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 33.

34. Paragraph 34 is denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 34.

a. In response to subpart (a) of paragraph 34, Mr. Cornrich admits that conversations occurred during negotiations over the Release Agreement but

denies the Razorback Foundation's depiction of those conversations and denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. All remaining allegations in subpart (a) are denied.

- b. In response to subpart (b) of paragraph 34, Mr. Cornrich states that document attached as Exhibit A to the amended counterclaim speaks for itself. All remaining allegations in subpart (b) are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him.
- c. In response to subpart (c) of paragraph 34, Mr. Cornrich states that the referenced news report speaks for itself. Mr. Cornrich admits that he had a conversation with the Executive Director of the Razorback Foundation but denies the Razorback Foundation's depiction of that conversation and denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. All remaining allegations in subpart (c) are denied.
- d. In response to subpart (d) of paragraph 34, Mr. Cornrich states that Exhibit A to the amended counterclaim and Coach Bielema's agreements with the New England Patriots speak for themselves. All remaining allegations in subpart (d) are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him.

e. In response to subpart (e) of paragraph 34, Mr. Cornrich states that Coach Bielema's agreements with the New England Patriots speak for themselves. All remaining allegations in subpart (e) are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him.

f. Subpart (f) of paragraph 34 is denied.

g. Subpart (g) of paragraph 34 is denied.

h. Subpart (h) of paragraph 34 is denied.

35. Paragraph 36 is admitted.

36. Paragraph 36 is denied.

37. In response to paragraph 37, Mr. Cornrich admits that Coach Bielema entered into an agreement with the New England Patriots, which speaks for itself, but denies any allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 37.

38. In response to paragraph 38, Mr. Cornrich admits that Coach Bielema entered into an agreement with the New England Patriots, which speaks for itself, but denies any allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 38.

39. In response to paragraph 39, Mr. Cornrich admits that he provided a copy of Coach Bielema's agreement with the Patriots to the Razorback Foundation and that he had conversations with the Razorback Foundation in 2018. All remaining allegations in paragraph 39 are denied and Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 39.

40. In response to paragraph 40, Mr. Cornrich admits that in July 2018, Coach Bielema entered into accepted a job as Special Assistant to the New England Patriots with an annual salary

of \$100,000, but denies any allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 40.

41. The written agreement referenced in paragraph 41 speaks for itself. All remaining allegations are denied, and Mr. Cornrich specifically denies any allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 40.

42. Paragraph 42 is denied.

43. The written agreement referenced in paragraph 43 speaks for itself. All remaining allegations in paragraph 43 are denied, and Mr. Cornrich specifically denies paragraph 43 to the extent it alleges or attempts to allege any improper acts or omissions by him, and specifically denies all allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 43.

44. The written agreement referenced in paragraph 44 speaks for itself. All remaining allegations in paragraph 44 are denied, and Mr. Cornrich specifically denies paragraph 44 to the extent it alleges or attempts to allege any improper acts or omissions by him, and specifically denies all allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 44.

45. Paragraph 45 is denied.

46. Paragraph 46 is denied.

47. The written agreement referenced in paragraph 47 speaks for itself. All remaining allegations in paragraph 47 are denied, and Mr. Cornrich specifically denies paragraph 47 to the extent it alleges or attempts to allege any improper acts or omissions by him, and specifically denies all allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 47.

48. The written agreement referenced in paragraph 48 speaks for itself. All remaining allegations in paragraph 48 are denied, and Mr. Cornrich specifically denies paragraph 48 to the extent it alleges or attempts to allege any improper acts or omissions by him, and specifically denies all allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 44.

49. In response to paragraph 49, Mr. Cornrich admits that Bill Belichick is the head coach of the New England Patriots.

50. In response to paragraph 50, Mr. Cornrich admits to being employed as “agent” for Coach Belichick.

51. Paragraph 51 is admitted.

52. Mr. Cornrich lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 52.

53. Paragraph 53 is admitted.

54. In response to paragraph 54, Mr. Cornrich states that the emails referenced in paragraph 54 speak for themselves. All remaining allegations in paragraph 54 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract.

55. In response to paragraph 55, Mr. Cornrich states that any emails referenced in paragraph 55 speak for themselves. All remaining allegations in paragraph 55 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract.

56. In response to paragraph 56, Mr. Cornrich states that any emails referenced in paragraph 56 speak for themselves. All remaining allegations in paragraph 56 are denied. Mr.

Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract.

57. In response to paragraph 57, Mr. Cornrich states that any emails referenced in paragraph 57 speak for themselves. Mr. Cornrich admits that Coach Bielema brought value to the New England Patriots.

58. In response to paragraph 58, Mr. Cornrich states that any emails referenced in paragraph 58 speak for themselves. All remaining allegations in paragraph 58 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract.

59. In response to paragraph 59, Mr. Cornrich admits to being employed as “agent” for Coach Bielema.

60. In response to paragraph 60, Mr. Cornrich admits that he represented Coach Bielema in negotiating the Release Agreement attached as Exhibit A to the amended counterclaim, but denies paragraph 60 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

61. In response to paragraph 61, Mr. Cornrich admits that he represented Coach Bielema in negotiating his agreements with the New England Patriots, but denies paragraph 61 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

62. In response to paragraph 62, Mr. Cornrich admits that he was employed as “agent” for Coach Belichick when Coach Bielema’s agreements with the New England Patriots were being negotiated, but denies paragraph 62 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

63. In response to paragraph 43, Mr. Cornrich admits that he was involved in negotiating the Release Agreement with the Razorback Foundation and was aware of its contents but denies paragraph 63 to the extent it alleges or attempts to allege any improper acts or omissions by him, and specifically denies all allegations of fraud, fraudulent inducement, conspiracy, and breach of contract set forth in paragraph 63.

64. Paragraph 64 is denied.

65. Paragraph 65 is denied.

66. In response to paragraph 66, Mr. Cornrich admits that Tom Arth became the head coach of the University of Akron in 2019, but denies paragraph 66 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 66.

67. Paragraph 67 is denied.

68. Mr. Cornrich admits that Will Muschamp served as the head coach of the University of Florida, defensive coordinator at Auburn University, and head coach of the University of South Carolina, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68. Furthermore, Mr. Cornrich denies paragraph 68 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 68.

69. Mr. Cornrich admits that Kevin Sumlin served as the head coach of Texas A&M University and the University of Arizona, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 69. Furthermore, Mr. Cornrich

denies paragraph 69 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 69.

70. In response to paragraph 70, Mr. Cornrich admits that the Razorback Foundation issued a document claiming to notify Coach Bielema of his alleged failure to comply with the terms of the Release Agreement attached as Exhibit A to amended counterclaim. Upon information and belief, however, Mr. Cornrich denies that Coach Bielema breached the Release Agreement. Mr. Cornrich denies paragraph 70 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 70.

71. Mr. Cornrich admits that the New England Patriots named Coach Bielema as their defensive line coach in 2019. Mr. Cornrich denies paragraph 71 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 71. And, on information and belief, Mr. Cornrich denies paragraph 71 to the extent it alleges any improper acts or omissions by Coach Bielema.

72. In response to paragraph 72, Mr. Cornrich states that any emails referenced in paragraph 72 speak for themselves. All remaining allegations in paragraph 72 are denied. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. And, on information and belief, Mr. Cornrich denies paragraph 72 to the extent it alleges any improper acts or omissions by Coach Bielema.

73. Mr. Cornrich admits that the New England Patriots named Coach Bielema as their defensive line coach in 2019. Mr. Cornrich denies paragraph 73 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 73. And, on information and belief, Mr. Cornrich denies paragraph 73 to the extent it alleges any improper acts or omissions by Coach Bielema.

74. Mr. Cornrich states that the written agreements between Coach Bielema and the New England Patriots referenced in paragraph 74 of the amended counterclaim speak for themselves but denies the Razorback Foundation's characterizations of those agreements. Mr. Cornrich denies paragraph 74 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 74. And, on information and belief, Mr. Cornrich denies paragraph 74 to the extent it alleges any improper acts or omissions by Coach Bielema.

75. Paragraph 75 is admitted except to the extent that it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 75. And, on information and belief, Mr. Cornrich denies paragraph 75 to the extent it alleges any improper acts or omissions by Coach Bielema.

76. Mr. Cornrich states that any written agreement between Coach Bielema and the New York Giants referenced in paragraph 76 of the amended counterclaim speaks for itself. Mr. Cornrich denies paragraph 76 to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent

inducement, conspiracy, and breach of contract against him set forth in paragraph 76. And, on information and belief, Mr. Cornrich denies paragraph 76 to the extent it alleges any improper acts or omissions by Coach Bielema.

77. Paragraph 77 is admitted except to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

78. Paragraph 78 is admitted except to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

79. Paragraph 79 is admitted except to the extent it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich.

80. In response to paragraph 80, Mr. Cornrich restates and incorporates by reference paragraphs 1 through 76 of this answer.

81. Paragraph 81 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich states that the document attached as Exhibit A to the amended counterclaim speaks for itself.

82. Paragraph 82 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 82.

83. Paragraph 83 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich states that the document attached as Exhibit A to the amended counterclaim speaks for itself and, on information and belief, Mr. Cornrich denies paragraph 83 to the extent it alleges any improper acts or omissions by Coach Bielema.

84. Paragraph 84 and its subparts are not directed at Mr. Cornrich and require no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 84 and its subparts.

85. Paragraph 85 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 85.

86. In response to paragraph 86, Mr. Cornrich restates and incorporates by reference paragraphs 1 through 85 of this answer.

87. Paragraph 87 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich states that the document attached as Exhibit A to the amended counterclaim speaks for itself.

88. Paragraph 88 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 88.

89. Paragraph 89 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich states that the document attached as Exhibit A to the amended counterclaim speaks for itself and, on information and belief, Mr. Cornrich denies paragraph 89 to the extent it alleges any improper acts or omissions by Coach Bielema.

90. Paragraph 90 and its subparts are not directed at Mr. Cornrich and require no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 90 and its subparts.

91. Paragraph 91 is not directed at Mr. Cornrich and requires no response of Mr. Cornrich. To the extent a response is required, Mr. Cornrich denies paragraph 91.

92. In response to paragraph 92, Mr. Cornrich restates and incorporates by reference paragraphs 1 through 91 of this answer.

93. In response to paragraph 93, the document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 93 is denied. To the extent paragraph 93 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

94. In response to paragraph 94, the document attached as Exhibit A to the amended counterclaim speaks for itself. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 94 is denied. To the extent paragraph 94 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

95. In response to paragraph 95, Mr. Cornrich admits that conversations occurred during negotiations over the Release Agreement but denies the Razorback Foundation's depiction of those conversations and denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him. All remaining allegations in paragraph 95 are denied. To the extent paragraph 95 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

96. Paragraph 96 is admitted.

97. Paragraph 97 is admitted except to the extent that it alleges, or attempts to allege, any improper acts or omissions by Mr. Cornrich. Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in

paragraph 97. To the extent paragraph 97 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

98. Paragraph 98 is denied. To the extent paragraph 98 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

99. Paragraph 99 is denied. To the extent paragraph 99 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

100. Paragraph 100 is denied. To the extent paragraph 100 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

101. Paragraph 101 is denied. To the extent paragraph 101 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

102. In response to paragraph 102, the document attached as Exhibit A to the amended counterclaim speaks for itself. All remaining allegations in paragraph 102 are denied, and Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and breach of contract against him set forth in paragraph 102. To the extent paragraph 102 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

103. In response to paragraph 103, the document attached as Exhibit A to the amended counterclaim speaks for itself. All remaining allegations in paragraph 103 are denied, and Mr. Cornrich specifically denies any allegation of fraud, fraudulent inducement, conspiracy, and

breach of contract against him set forth in paragraph 103. To the extent paragraph 103 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

104. Paragraph 104 is denied. To the extent paragraph 104 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

105. Paragraph 105 is denied. To the extent paragraph 105 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

106. In response to paragraph 106, Mr. Cornrich restates and incorporates by reference paragraphs 1 through 105 of this answer.

107. Paragraph 107 appears to be a statement not requiring an admission or denial by Mr. Cornrich. To the extent it alleges or attempts to allege any claim or cause of action as against Mr. Cornrich, however, paragraph 107 is denied. Mr. Cornrich denies that the Razorback Foundation is entitled to the relief sought in paragraph 107.

108. Paragraph 108 is denied.

109. Paragraph 109 is denied. To the extent paragraph 109 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

110. Paragraph 110 is denied. To the extent paragraph 110 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

111. Paragraph 111 is denied. To the extent paragraph 111 alleges or attempts to allege any improper acts or omissions by Coach Bielema, Mr. Cornrich denies it upon information and belief.

112. Paragraph 112 is denied.

113. In response to paragraph 113, Mr. Cornrich requests a trial by jury.

114. Mr. Cornrich denies the allegations in the WHEREFORE paragraph and all its subparagraphs and denies that the Razorback Foundation is entitled to any relief.

115. Mr. Cornrich denies each and every allegation in the amended counterclaim not specifically admitted in this answer.

116. Mr. Cornrich affirmatively states that the amended counterclaim fails to state a claim upon which relief can be granted against Mr. Cornrich.

117. Mr. Cornrich affirmatively asserts the defenses of waiver, estoppel, unclean hands, and laches.

118. Mr. Cornrich reserves the right to assert other affirmative defenses that discovery may reveal to be appropriate.

119. Mr. Cornrich states that the Razorback Foundation is not entitled to an award of punitive damages and that any award of punitive damages against Mr. Cornrich would be unconstitutional as violative of the Double Jeopardy Clause of the Fifth Amendment, U.S. Const. Amend. V; the Excessive Fines Clause of the Eighth Amendment, U.S. Const. Amend. VIII; and the Due Process Clause of the Fourteenth Amendment, U.S. Const. Amend. XIV.

120. Mr. Cornrich reserves the right to amend this answer and to otherwise plead in response to the amended counterclaim.

WHEREFORE, Neil Cornrich prays that the Court dismiss with prejudice the Razorback Foundation's amended counterclaim and award to Neil Cornrich all other relief to which he is entitled.

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